

OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS: Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Grayling Connecting Point LLC
665 Third Street, San Francisco, CA 94107

2. Registration No.

6133

3. Name of Foreign Principal

Grayling Momentum, on behalf of Grayling Momentum's client Qatar National Security Programme (QNFSF)

4. Principal Address of Foreign Principal

Grayling Momentum is located at: Level 37, Unit 3701 Palm Tower B, West Bay

QNFSF: Emiri Diwan, Doha Qatar PO Box 923

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization. If either, check one of the following:
- | | |
|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:**a) Branch or agency represented by the registrant**

Through Grayling Momentum, providing services to Qatar National Food Security Programme (QNFSF)

b) Name and title of official with whom registrant deals

Fahad Bin Mohammad Al- Attiya

7. If the foreign principal is a foreign political party, state:**a) Principal address****b) Name and title of official with whom registrant deals****c) Principal aim**

Formerly CRM-157

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Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal:

Grayling Momentum is a public relations firm located at: Level 37, Unit 3701 Palm Tower B, West Bay PO Box 25599 Doha, Qatar. Grayling Momentum has retained Grayling Connecting Point to perform services in the United States for their client, Qatar National Food Security Programme (QNFS), a national initiative of the State of Qatar, as a subcontractor.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)


Work done by registrant will be for the benefit of Qatar National Food Security Programme and funded by Qatar National Food Security Programme through a subcontract with Grayling Momentum, a private company located abroad.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Grayling Momentum is a wholly-owned subsidiary of Huntsworth plc, a UK-based publicly traded company, but work by registrant for Grayling Momentum is for the benefit of and directed and funded by Qatar National Food Security Programme, an Initiative of the State of Qatar.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
9/13/12	Peter L. Robinson, Manager (Secretary and Treasurer)	

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Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Grayling Connecting Point LLC

2. Registration No.

6133

3. Name of Foreign Principal

Grayling Momentum (for its client Qatar National Food Security Programme (QNFS))

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Please see attached contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract. Qatar will host a UN Framework Convention on Climate Change Conference of the Parties (COP-18) in late 2012. In advance of the conference, and in conjunction with the UN General Assembly held in September 2012, QNFSP will host a conference to describe Qatar's story in relation to climate change. Registrant has been asked to provide public relations support and media outreach concerning this conference.

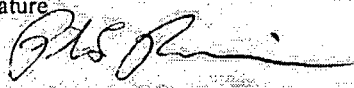
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see attached contract. Qatar will host a UN Framework Convention on Climate Change Conference of the Parties (COP-18) in late 2012. In advance of the conference, and in conjunction with the UN General Assembly held in September 2012, QNFSP will host a conference to describe Qatar's story in relation to climate change. Registrant has been asked to provide public relations support and media outreach concerning this conference. Activities are anticipated to include setting up interviews for QNFSP officials, including the Chairman of QNFSP, Qatar's ambassador to the UN, and the Emir of Qatar.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 9/13/12	Name and Title Peter L Robinson, Manager (Sec and Treasurer)	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

This Agreement is made on 13 September 2012 between Grayling Momentum (the "Company"), a company with its principal place of business at Level 37, Unit 3701 Palm Tower B, West Bay PO Box 25599 Doha, Qatar and Grayling Connecting Point (the "Contractor"), a company with a principal place of business at 665 Third Street, San Francisco, CA 94107. The Contractor has extensive experience regarding services required by Qatar National Food Security Programme (Company's Client), and the Company seeks to benefit from the Contractor's expertise by retaining the Contractor as an independent consultant. The Contractor wishes to perform consulting services for the Company. Accordingly, the Company and the Contractor agree as follows:

1. Scope of Services

Contractor hereby agrees to render certain public-relations consultancy services at the direction of the Company in order to serve Company's Client. Specifically, Consultant has been retained to:

- Media relations campaign to communicate QNFSP messages during the UN GA event – September 25, 26 and 27 – media interviews organization and management
- Management of branding visuals for the event venue – coordination with suppliers and overseeing of delivery and set up
- Event management logistics – supporting the Company's Client in managing the UN based stakeholder event

Contractor shall use best efforts in the performance of all responsibilities and services, and warrant that such services shall be performed in the highest applicable professional standards.

2. Fees and Expenses

(a) Fees

As consideration for the consulting services provided by the Contractor, the Company shall pay the Consultant a flat fee of \$20,000.00

(b) Expenses

Company authorizes the Contractor to incur and receive reimbursement for out-of-pocket expenses related to the Contractor's performance of the Agreement.

3. Term and Termination

(a) This Agreement shall be effective beginning 13 September 2012 and shall continue until 1 October 2012.

4. Prohibition on Gifts, Gratuities, and Certain Expenses

During the course of performing his duties hereunder, Contractor shall not provide any gifts or gratuities to, nor purchase anything of value or incur any expense for, the direct or indirect benefit of any governmental employee, official, or staff member, or their

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families (regardless of jurisdiction). By way of example only, prohibited expenses include (but are not limited to): meals, gifts, entertainment, beverages, and travel, provided to any governmental employee, official, or staff member or their families. The Company will not reimburse any such prohibited expenses if submitted for reimbursement, and does not authorize the Consultant to make any such expenditures during the course of Consultant's duties hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date stated above.

Contractor

Grayling Momentum

By: [Signature]

By: _____

Date: 9.13.12

Date: _____